

General Terms and Conditions of Sale of Duroset Technologie Plastics Műanyagfeldolgozó Korlátolt Felelősségű Társaság Kft.

(as of December 2022)

1. General

- 1.1. For all business relations of DUROSET TECHNOLOGIE PLASTICS Műanyagfeldolgozó Korlátolt Felelősségű Társaság Kft. ("**DUROSET**") concerning the delivery of goods or services (also referred to as "**delivery item**") by DUROSET, the present Terms and Conditions of Business and Sale (**GTC**) shall apply exclusively. Any other terms and conditions shall be ineffective, even if they are not expressly contradicted. These GTC shall expressly apply to all orders placed by the contractual partner on the basis of these GTC, to contracts with the contractual partner and to all transactions concluded in the future between the contractual partner and DUROSET, even if no separate reference is made to these GTC in individual cases.
- 1.2. The contractual partner's terms and conditions of purchase shall only apply if they have been expressly accepted by DUROSET in writing. Deviations from or additions to these GTC shall require the express written acknowledgement by DUROSET in order to be legally effective. Oral collateral agreements, unless expressly confirmed in writing, shall be ineffective.
- 1.3. The contractual partner already accepts these GTC in full by placing the order, at the latest, however, on receipt of the goods.
- 1.4. DUROSET's offers shall be subject to change and non-binding until receipt of a written order confirmation by the contractual partner. DUROSET shall only be obliged in accordance with the written order confirmation.
- 1.5. Machinery, equipment and tools as well as manufacturing aids are the property of DUROSET, even if the contractual partner has made a contribution to the costs and the proposals and designs for the article to be manufactured originate from him.

2. Prices

- 2.1. Unless otherwise agreed in individual cases, all prices and charges shall be net prices exclusive of any statutory value added tax and other taxes or duties, as well as exclusive of packaging surcharges, transport costs, any minimum quantity surcharge and any applicable handling charges.
- 2.2. The purchase price shall in principle be the price fixed by DUROSET or, if the price has not been fixed, the price stated in DUROSET's current price lists as valid at the time of the order.
- 2.3. If after conclusion of the contract order-related costs or general labour or material costs change significantly, DUROSET shall be entitled to adjust the prices or to withdraw from the order in whole or in part. DUROSET shall also be entitled to these rights if it has made a mistake in determining the price.
- 2.4. In the case of intra-Community supplies and exports, tax exemption can only be granted if the legal requirements are met at the time the service is provided.
- 2.5. The contractual partner shall provide DUROSET without request and without delay with all (transport) proofs, documents and certificates in a suitable form which are necessary to obtain a VAT exemption for intra-Community supplies or exports.
- 2.6. If the contractual partner does not comply with this obligation, DUROSET reserves the right to immediately invoice the statutory VAT which the contractual partner shall pay together with the invoice amount. The contractual partner shall fully indemnify and hold DUROSET harmless with regard to any resulting disadvantages and damages; in particular, in the event of an inspection by the tax authorities and subsequent refusal of tax exemption, the contractual partner shall immediately pay the VAT invoiced by DUROSET subsequently and separately.

3. Terms of delivery and acceptance

- 3.1. The stated delivery periods are subject to change unless expressly agreed otherwise in writing. Even in the case of agreed delivery periods DUROSET shall only be in default after a formal reminder has been sent. Partial deliveries are permissible.
- 3.2. Delivery periods shall commence as soon as the details of execution have been clarified and the contractual partner has fulfilled all commercial, technical and logistical requirements. For the determination of the delivery period, an industry-standard technology- and production-related throughput time (including lead times and transport) shall be granted from the time of objectively possible knowledge of the delivery call issued in writing.
- 3.3. The delivery date is the date of dispatch. However, if dispatch is delayed through no fault of DUROSET, the day of provision shall be deemed to be the day of delivery.
- 3.4. If DUROSET or one of its sub-suppliers is prevented from delivering on time due to disruptions in the course of operations which are demonstrably of considerable influence for the supplier, the delivery period shall be extended accordingly. If delivery becomes impossible as a result, DUROSET's obligation to deliver shall lapse to the exclusion of any compensation for damages.
- 3.5. For the duration of an event of force majeure (e.g. COVID-19 pandemic), statements made by DUROSET in connection with transport costs (in particular the amount of transport costs) shall not be binding. The contractual partner is responsible for the costs of import clearance as well as any formalities and their costs (such as product registration, operating licences) and/or import duties incurred. Costs for export customs clearance shall be borne by DUROSET.

- 3.6. If DUROSET fails to deliver on time, the contractual partner shall set a reasonable grace period in writing, after the fruitless expiry of which it shall be entitled to terminate the contract subject to these GTC. For the duration of an event of force majeure (e.g. COVID-19 pandemic), statements by DUROSET regarding delivery dates as well as dates in general, forecasts and lead times shall not be binding. The contractual partner shall only be entitled to claim damages if the delay in delivery is due to intent or gross negligence.
- 3.7. In the absence of any other express written agreement, all additional services by DUROSET, in particular testing measures, shall be carried out exclusively at the expense of the contractual partner.
- 3.8. If the contractual partner is in default of acceptance, DUROSET shall be entitled to either store the goods at the expense and risk of the contractual partner and at the same time insist on performance of the contract, or to withdraw from the contract after setting a reasonable period of grace and to make other use of the goods. Any further claims against the contractual partner remain unaffected.
- 3.9. If a technical acceptance has been agreed upon according to special conditions, the contractual partner shall carry out this acceptance at DUROSET's works immediately after notification of readiness for acceptance at his own expense. If the acceptance is not carried out in spite of setting a reasonable period of grace, DUROSET shall be entitled to dispatch the goods or to store them at the expense and risk of contractual partner; these goods shall then be deemed to have been accepted.
- 3.10. DUROSET shall not be bound to any future delivery obligation on the basis of one-off or also continuous deliveries of delivery items to the contractual partner, unless otherwise agreed in writing.

4. Terms of payment

- 4.1. The invoice amount shall be paid within 14 (fourteen) days after the invoice date by transfer to DUROSET's account without any deduction and free of charges; unless there are separately agreed terms of payment.
- 4.2. All payments shall be made at the risk and expense of the contractual partner. The contractual partner shall only be deemed to have fulfilled its payment obligation in due time if DUROSET has been credited with the payment in full, unconditionally and irrevocably.
- 4.3. Orders for workpiece-related moulds/tools, models and manufacturing equipment shall be provided with the payment of a down payment amounting to one third of the total price in accordance with the individual order agreement. The further partial payments shall be agreed individually in connection with the completed production steps.
- 4.4. The contractual partner is not entitled to retain or offset the purchase price in whole or in part on account of any counterclaims, including warranty claims. If the contractual partner does not pay as agreed, DUROSET shall be entitled to charge interest on arrears from receipt of the first reminder at a rate of 8% p.a. above the respective base interest rate, to terminate the contract subject to these GTC or to withhold further deliveries to the contractual partner. The right to assert further claims is expressly reserved. In any case, the contractual partner undertakes to reimburse the reminder and collection costs incurred.
- 4.5. If the contractual partner is in default of payment of a not only insignificant amount for more than one week or if circumstances arise which justify legitimate doubts about his creditworthiness, all claims of DUROSET shall become due immediately irrespective of any bills of exchange accepted. In such cases DUROSET shall also be entitled to continue delivery only against advance payment or security or to refuse further performance of the contract after a reasonable period of grace.

5. Transfer of risk

- 5.1. The transfer of risk from DUROSET to the contractual partner shall be governed by the applicable Incoterms 2020.
- 5.2. If dispatch is delayed due to the contractual partner's fault, the risk shall pass to the contractual partner from the day of readiness for dispatch. The risk shall also pass to the contractual partner if the delivery item is made available to him and he unjustifiably refuses acceptance.
- 5.3. Loss of or damage to the delivery item after the transfer of risk to the contractual partner does not release him from the obligation to pay the price.

6. Delivery quantities and packaging

- 6.1. In serial-delivery contracts, increasing or decreasing deliveries by as much as 10% above or below the volume originally ordered shall be permissible.
- 6.2. The goods shall be packaged in the customary manner at the expense of the contractual partner in order to avoid damage to the goods under normal transport conditions. It will only be taken back after prior agreement with the contractual partner and at his expense. The contractual partner shall ensure proper disposal of transport, sales or circulation packaging.
- 6.3. If the contractual partner provides special packaging for the delivery item, DUROSET undertakes to use such packaging. The contractual partner undertakes to provide such packaging in good time and in full so that DUROSET can fulfil its contractual obligations. If the packaging material is not provided to DUROSET or is not provided to DUROSET in due time, DUROSET shall not be liable for any adverse consequences resulting therefrom for the contractual partner.

7. Retention of title

- 7.1. DUROSET shall retain title to the delivery item until all claims, including future and conditional claims, to which DUROSET is entitled against the contractual partner, irrespective of the legal grounds, have been settled (retention of title).
- 7.2. This shall also apply if the price for certain deliveries designated by the contractual partner has been paid.

- 7.3. Until the transfer of ownership, the contractual partner shall hold the delivery item as a custodian for DUROSET. He shall store it properly, protect it against destruction and deterioration and insure it at his own expense.
- 7.4. In the event of default of payment, DUROSET shall be entitled, without granting any further grace period, to withdraw from a contract subject to these GTC and to reclaim the delivery item and, if the contractual partner does not comply with this, to visit the storage locations of the contractual partner or of third parties in order to repossess the delivery item. This right also includes the resale or other exploitation of the delivery item to third parties. The resulting costs shall be borne by the contractual partner. Repossession shall only constitute a withdrawal from the contract if this is expressly declared by DUROSET. Upon DUROSET's request, the contractual partner shall furthermore be obliged to provide DUROSET with the information and documents required to assert the assigned claims.
- 7.5. The contractual partner shall not be entitled to use the delivery item as security or to lend on it.
- 7.6. In the event that the delivery item is processed, combined and mixed with other goods by the contractual partner or his customers, DUROSET shall acquire co-ownership of the new items in the ratio of the invoice value of the delivery item to the invoice value of the other goods used. If DUROSET's ownership expires as a result of treatment or processing, combination or mixing, the contractual partner already now transfers to DUROSET the ownership or expectant rights to which he is entitled in the new stock or item to the extent of the invoice value of the delivery item and shall keep them in safe custody for DUROSET free of charge. DUROSET shall also retain its ownership within the meaning of 7.1. of any ownership or co-ownership thus created. The contractual partner shall fully compensate DUROSET for any disadvantages incurred by DUROSET as a result.
- 7.7. The contractual partner may only sell the delivery item owned by DUROSET in the course of regular business transactions, provided he is not in default of payment. He shall be prohibited from disposing of the goods in any other way.
- 7.8. All claims accruing to the contractual partner from the use of the delivery item shall be assigned to DUROSET in advance. If the delivery item is sold together with other items not belonging to DUROSET or if it is used as a component of an overall product (assembling), the assignment shall only cover the share of the proceeds corresponding to DUROSET's co-ownership.
- 7.9. The contractual partner shall notify DUROSET without delay of any seizure by third parties of the delivery item subject to retention of title or of the assigned claims. The costs of interventions shall be borne by the contractual partner.

8. Warranty

- 8.1. Unless otherwise agreed in writing by the parties, the delivery item shall be deemed to be in conformity with a contract governed by these GTC,
- if it is suitable for a specific purpose which is expressly brought to DUROSET's attention at the time of conclusion of the contract and DUROSET has confirmed this in writing;
 - if it possesses the characteristics of goods which DUROSET or the contractual partner has submitted as a sample or specimen;
 - or if it is suitable for the purposes for which a delivery item of the same type is usually used.
- 8.2. DUROSET shall not be liable for any lack of conformity of the delivery item if the contractual partner knew or should have known of such lack of conformity at the time of conclusion of the contract.
- 8.3. DUROSET shall not be liable for any use of the delivery item outside the "Intended Use" and/or outside instructions.
- 8.4. The warranty period shall end with the expiry of the durability of the delivery item, at the latest, however, after 24 months from handover (transfer of risk to the contractual partner in accordance with the agreed Incoterm clause).
- 8.5. The contractual partner shall inspect the delivery item and give written notice of any defects immediately after receipt at the place of destination. He must prove that the defect was present at the time of handover. Hidden defects must be reported in writing immediately after discovery, but no later than 60 days after receipt of the delivery item at the place of destination, otherwise the goods shall be deemed to have been approved.
- 8.6. In case of loss of warranty claims, the defective goods shall not be modified without DUROSET's consent. The contractual partner shall give DUROSET the opportunity to inspect the defect complained about on site.
- 8.7. In the event of a lack of conformity the contractual partner shall grant DUROSET a reasonable period of grace to fulfil its obligations.
- 8.8. In the event of justified warranty claims, DUROSET shall be entitled, at its discretion, to fulfil its warranty obligations by improvement, replacement, price reduction or issuing a credit note. Defects in a part of the delivery shall not entitle the contractual partner to complain about the entire delivery.
- 8.9. The contractual partner shall not be entitled to claim the costs of a self-made rectification of defects or substitute performance against DUROSET. If DUROSET unjustifiably refuses to remedy defects or make replacement deliveries or if DUROSET defaults in doing so, the contractual partner shall be entitled to set a reasonable period of grace of at least four weeks and, after the expiry of this period without result, to demand rescission of the contract or a price reduction at its own discretion. Further claims of the contractual partner, in particular for compensation of processing costs, installation and removal costs as well as damages which do not concern the delivery item itself, are excluded. DUROSET shall be liable with the same limitations for the absence of expressly warranted characteristics.
- 8.10. If the contractual partner is supplied with components for testing prior to the release of initial samples, these shall be of an informative nature only and shall not constitute any obligations on the part of DUROSET arising from any complaints.
- 8.11. If the contractual partner has been advised by DUROSET, DUROSET shall only be liable for the functionality and suitability of the component in case of an express written assurance, provided that the contractual partner has given all information which was necessary for the proper performance of the service.

8.12. DUROSET does not warrant that the delivery items are free from third party property rights and/or do not infringe third party rights. DUROSET shall not be liable for any costs, damages, expenses, fines, liabilities, losses, penalties, including any legal costs and attorneys' fees, in connection with any infringement (alleged or actual) by any use of the delivery items.

8.13. Six months after the time of the transfer of risk, warranty claims, including for hidden defects, as well as claims for damages, unless they are absolutely mandatory by law, can no longer be asserted without any exception.

9. Compensation and liability

9.1. DUROSET shall be liable for its own fault and that of its vicarious agents. Liability for slight negligence shall be excluded, unless it concerns mandatory claims for injury to life, body and/or health. The injured party must prove the existence of intent or gross negligence.

9.2. Claims for compensation shall become statute-barred within six months of knowledge of the damage and the damaging party, but in any case within two years of the performance of the service or delivery.

9.3. DUROSET shall under no circumstances be liable (whether in contract, tort or otherwise) for

- loss of profit and/or
- indirect or consequential loss and/or damage; and/or
- costs, damages, expenses, fines, liabilities, losses, penalties, including any legal costs and attorneys' fees, arising out of any infringement (alleged or actual) of third party rights by any use of the delivery items; and/or
- damage resulting from modifications (e.g. assembly) made by the other party to the product or to parts related to the product which deviate from the Intended Use and/or the Instructions, whether or not such damage was contemplated by the parties at the time of entering into a contract governed by these GTC and such damage was incurred by the other party in connection with such contract and/or its performance.

9.4. Any recourse claims asserted against DUROSET by the contractual partner or third parties under the title "product liability" within the meaning of the Product Liability Act (PHG) shall be excluded, unless the party entitled to recourse proves that the defect was caused within the sphere of DUROSET and was at least due to gross negligence.

10. Force majeure

10.1. If the performance of the service is temporarily impossible or considerably impeded in whole or in part due to force majeure, any agreed delivery period shall be extended by the duration of this impediment to performance. Previously made statements by DUROSET to this effect shall not be binding (see points 3.5. and 3.6.).

10.2. Deadlines set by the contractual partner for the performance of services, in particular additional deadlines according to § 918 para. 1 ABGB (Austrian Civil Code), shall also be extended by the duration of the impediment to performance due to force majeure. This extension of time shall also apply if DUROSET is already in default with the performance, so that a contractual partner can only set a grace period after this impediment to performance has ceased to exist.

10.3. Events of force majeure are in particular mobilisation, war or war-like circumstances, epidemic, pandemic, blockade, import and export bans, transport obstructions, measures taken by authorities, operational disruptions, delays in the delivery of raw materials, strike, lockout and natural events. It shall be irrelevant whether the event occurs at DUROSET or at a sub-supplier or vicarious agent.

10.4. The provisions under 10.1. to 10.3. shall apply accordingly if DUROSET is temporarily prevented or considerably impeded from rendering its performance in whole or in part due to circumstances for which it is not responsible.

11. Intellectual Property

11.1. The contractual partner acknowledges that the delivery item is the intellectual property of DUROSET. Plans, sketches, cost estimates and other documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of DUROSET and shall be subject to the statutory protection provisions.

11.2. Any use, in particular exploitation, duplication, reproduction, distribution and handing over to third parties, as well as publication and demonstration may only take place with the express consent of DUROSET. The contractual partner shall not be entitled to use DUROSET's trademarks, to use them outside the Intended Use and/or the Instructions, to modify them, to apply for them or to include DUROSET's trademarks in his (registered) company name without DUROSET's express written consent.

12. Workpiece related moulds/tools, models, manufacturing equipment and supply parts

12.1. Moulds, tools, models, or manufacturing equipment provided by the contractual partner as well as their use, wear and tear, maintenance and a possible transfer of ownership shall be agreed upon in writing between the contractual partners in accordance with the individual order and object of performance.

12.2. In any case DUROSET shall be entitled to carry out the necessary maintenance or servicing work at the expense of the contractual partner if the wear and tear of the moulds, the tools, the models as well as the manufacturing equipment makes their complete or partial replacement necessary. This point in time occurs as soon as the agreed quality of the product can no longer be guaranteed with further use.

12.3. Insofar as the contractual partner provides moulds, tools, models or manufacturing equipment, these shall be sent to DUROSET free of charge.

12.4. Insofar as workpiece-related moulds, tools, models or manufacturing equipment are manufactured or procured by DUROSET on behalf of the contractual partner, DUROSET shall invoice the costs incurred thereby.

12.5. All moulds, tools, models and manufacturing equipment shall be treated by DUROSET with the same care that it uses in its own affairs. Upon request of the contractual partner DUROSET shall be obliged to insure its equipment at its own expense. Claims

for compensation of consequential damages are excluded. If deliveries are made according to drawings or other specifications of the contractual partner and if industrial property rights of third parties are infringed thereby, the contractual partner shall indemnify DUROSET against all claims. The contractual partner shall only be entitled to assert claims based on copyrights or industrial property rights against DUROSET with regard to models and manufacturing equipment sent in or manufactured or procured on his behalf, if he has proved the existence of such rights to DUROSET.

12.6. Supply parts shall be delivered free of charge, they must be dimensionally accurate and ready for processing. Necessary processing costs as well as parts provided which cannot be used for further processing shall be borne by and at the expense of the contractual partner.

12.7. The number of parts to be provided must be coordinated with the delivery quantity called off and must exceed it appropriately, whereby the respective ratio requires a separate agreement.

13. Confidentiality

13.1. All information disclosed by DUROSET under a contract subject to these GTC shall be deemed to be confidential unless it is expressly marked as non-confidential at the time of disclosure or is obviously non-confidential in nature. All rights in the Confidential Information are reserved by DUROSET and shall remain its property.

13.2. No part of these GTC or of the contract concluded between DUROSET and the other party shall be construed as granting or transferring any rights to Confidential Information by the transfer of ownership of the delivery item from DUROSET to the other party.

13.3. No disclosure of confidential information to third parties shall be made without DUROSET's prior written consent.

13.4. The confidentiality obligation shall remain effective after termination or expiry of a contract subject to these GTC.

14. Place of performance and jurisdiction

14.1. The place of performance for the delivery of the goods, the payment of the purchase price as well as for all other rights, services and obligations shall be the registered office of DUROSET.

14.2. For all legal disputes arising out of or in connection with these GTC and/or any contractual relationship between DUROSET and the contractual partner subject to these GTC, including the question of their formation, validity, invalidity, interpretation, fulfilment and termination as well as their pre- and post-contractual effects, it is agreed that the court having subject-matter jurisdiction for Vienna, Austria, shall have jurisdiction.

14.3. However, DUROSET shall also be entitled to sue the contractual partner at the court having subject-matter jurisdiction for its registered office.

14.4. In particular, but not exclusively, in relation to customers outside the European Union, DUROSET may, at its sole discretion, alternatively submit a dispute for final decision to arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) by an arbitrator appointed in accordance with these Rules; in the event that DUROSET submits a dispute for final decision to arbitration under the Rules of Arbitration of the ICC and if the amount in dispute exceeds EUR 1,000,000.00 (Euro one million), either party may choose a tribunal of three arbitrators appointed in accordance with these Rules. The seat of the arbitration shall in any event be Vienna, Austria. The language to be used in the arbitration proceedings shall be German. In order to avoid any misunderstanding, it is expressly stated that the law exclusively applicable to this arbitration agreement shall be Austrian law, excluding the conflict of laws rules. The decision and/or award of the arbitrator(s) shall be in writing, final and unappealable. The losing party shall bear all costs of the arbitration including the fees and expenses of the arbitrator(s) and shall also bear the costs of the prevailing party (in particular lawyers' and experts' fees).

14.5. The applicability of Austrian substantive law is agreed for the assessment of the entire legal relationship with the contractual partner. The application of the international sales law, in particular the uniform UN sales law (CISG) is excluded.

15. Final provisions

15.1. Orders, contracts and delivery schedules, their amendment and supplements as well as the amendment of the underlying contract including these GTC and this written form clause itself must be in writing in order to be legally effective. This shall also apply to any notices of termination.

15.2. The contracting partners mutually undertake to treat as business secrets all non-obvious commercial and technical details of which they become aware through the business relationship.

15.3. Each of the parties warrants to the other that it will duly comply with its obligations under all applicable provisions of data protection law.

15.4. Should individual provisions of these Terms and Conditions of Sale and Delivery be or become legally invalid, this shall not affect the validity of the remaining provisions. The parties undertake to agree on another valid provision in place of the respective invalid provision which comes as close as possible to the invalid provision in terms of its economic content.